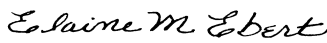


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W68MD9-5025-9894-0001		PAGE 1 OF 30	
2. CONTRACT NO. W912DW-05-P-0123		3. AWARD/EFFECTIVE DATE 23-Feb-2005		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME			b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME
9. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329 TEL: 206-764-3772 FAX: 206-764-6817		CODE W912DW		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 12. DISCOUNT TERMS Net 30	
				13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO SEE SCHEDULE FOR FURTHER INFORMATION. US ARMY CORPS OF ENGRS SEATTLE WA 98124-3755		CODE SEE SCH		16. ADMINISTERED BY USA ENGINEER DISTRICT, SEATTLE VINCENT DANIELS PH:206-764-3572 FAX: 206-764-6817 VINCENT.E.DANIELS@US.ARMY.MIL SEATTLE WA			
17a. CONTRACTOR/OFFEROR UNIFIRST CORPORATION CHERYL ZABEL 1418 SIXTH AVENUE TACOMA WA 98405 TEL. 206/261-1993 CELL		CODE 1J0A6 FACILITY CODE 1J0A6		18a. PAYMENT WILL BE MADE BY US ARMY CORPS OF ENGRS FINANCE CENTER CEFC-AO-P 901-874-8556 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
See Schedule						\$2,054.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
						23-Feb-2005	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
				ELAINE M EBERT / CONTRACTING OFFICER TEL: (206) 764-3638 EMAIL: elaine.m.ebert@usace.army.mil			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 30

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY <i>(Print)</i>	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
		42b. RECEIVED AT <i>(Location)</i>	
		42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

CONTINUATIONWeb Invoicing System (WInS)

WInS is an optional online invoicing system providing Department of Defense vendors an electronic means of submitting invoices for payment. Vendor registration for WinS is accomplished through the following DFAS website: <https://ecweb.dfas.mil>
At the website click on NEW Account to register and select "USACE" as the payment system name. The payment office code and location is "TO-UFC Millington". To establish an account in WInS, vendors must be registered with the Central Contractor Registration (CCR).

Mail invoices to the following address for payment:

US Army corpsof Engineers Finance Center
CEFC-AO-P
5722 Integrity Drive
Millington, TN 38054-5005

Delivery and Pick up address:

Corps of Engineers, Hiram M. Chittenden Locks
Attn: Lewis Witham
3015 NW 54th Street
Seattle, WA 98107
Ph: (206)-789-2622 ext. 203

**OPTIONAL YEARS IF AWARDED SHALL BE EXERCISED AT LEAST 60 DAYS BEFORE
EXPIRATION OF THE BASE AWARD CONTINGENT UPON AVAILABILITY
OF FUNDS.**

Partial payments will be authorized IAW the schedule.

Verbal confirmation of award was given on 23 February 2005 to Norm Rogers by Vincent Daniels.

Period of performance is in strict accordance with the statement of work dated 25 January 2005.

CF:
Cheryl Zabel
Norm Rogers
Ph: (253)-841-0555 Fax: (253)-841-7775
Lewis Witham
file

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum	\$2,054.00	\$2,054.00

COVERALL CONTRACT 2005

FFP

0001. BASE YEAR (2005)

COVERALL & SHOP TOWEL LAUNDERING / RENTAL SERVICE

Provide all labor, materials, and equipment for rental, laundering, and repairs of overalls and shop rags for the period of 1 March 2005 through 28 February 2006 at the Hiram M. Chittenden Locks in accordance with the attached statement of work, dated 25 January 2005.

	QTY	UNIT	U. PRICE	LENGTH	TOTAL
SHOP TOWELS (ESTIMATED):	200	EA	\$0.06	52 (wks)	\$624.00
COVERALLS :	55	EA	\$0.50	52 (wks)	\$1430.00
(ESTIMATED QTY)					

TOTAL BASE ITEMS: \$2,054.00

0002. OPTION YEAR 1 (2006)

COVERALL & SHOP TOWEL LAUNDERING / RENTAL SERVICE

Provide all labor, materials, and equipment for rental, laundering, and repairs of overalls and shop rags for the period of 1 March 2006 through 28 February 2007 at the Hiram M. Chittenden Locks in accordance with the attached statement of work, dated 25 January 2005.

	QTY	UNIT	U. PRICE	LENGTH	TOTAL
SHOP TOWELS (ESTIMATED):	200	EA	\$0.06	52 (wks)	\$624.00
COVERALLS :	55	EA	\$0.50	52 (wks)	\$1430.00
(ESTIMATED QTY)					

OPTION (0002) TOTAL: \$2,054.00

0003. OPTION YEAR 2 (2007)

COVERALL & SHOP TOWEL LAUNDERING / RENTAL SERVICE

Provide all labor, materials, and equipment for rental, laundering, and repairs of overalls and shop rags for the period of 1 March 2007 through 28 February 2008 at the Hiram M. Chittenden Locks in accordance with the attached statement of work, dated 25 January 2005.

	QTY	UNIT	U. PRICE	LENGTH	TOTAL
SHOP TOWELS (ESTIMATED):	200	EA	\$0.07	52 (wks)	\$676.00
COVERALLS :	55	EA	\$0.50	52 (wks)	\$1430.00
(ESTIMATED QTY)					

OPTION (0003) TOTAL: \$2,106.00

PURCHASE REQUEST NUMBER: W68MD9-5025-9894-0001

NET AMT \$2,054.00

ACRN AA Funded Amount \$2,054.00

FOB: Destination

ITEM(S) 0001 - STATEMENT OF WORK
CENWS-OD-LW

January 25, 2005

SUBJECT: Statement of Work for Coverall Rental, Laundering and Replacement**IA COVERALL RENTAL AND LAUNDERING REQUIREMENTS**

1. Service is for the period of 1 March 2005 through 28 February 2006, with two option years. Pick up and delivery shall be at the Hiram M. Chittenden Locks. Request Option Years 1 and 2 (2006, 2007) follow this initial year.
2. **All overalls will be made of 100% Cotton.**
3. With each weekly delivery, the contractor will ensure that *each* employee identified in the Users table has available the quantity of overalls that is identified in the "TOTAL" field of the Users table for that employee. Any shortages identified will be corrected within 8 business hours of the delivery.
CONTRACTOR NOTE: Failure to comply with this provision will result in a penalty charge of \$40.00/incident and/or the cost of replacement coveralls, which shall be deducted, from the monthly statement.
4. New personnel are to be added to the delivery inventory and provided the required number of overalls only after written authorization by the Contracting Officer. Within seven (7) days from effective date of the modification the contractor shall provide additional inventory as identified in the modification. The weekly route driver will accept these notifications on behalf of the contractor.
5. The contractor will inspect all overalls submitted for cleaning or damage and perform necessary repairs prior to return to the end user. The contractor shall provide the end users with "damaged" tags to allow the end user to assist in identifying damaged overalls in a timely manner. It is not the sole responsibility of the government to identify damaged overalls. The government will only assist in the identification process when an employee notices a damaged pair of overalls and fills out the damage tag.
6. **Repairs/Replacements** of coveralls will be accomplished during the weekly cycle in which the damaged overalls were submitted, and will be returned to the end user with the next weekly delivery. (Example: Damaged overalls turned in with the weekly laundry pickup on Wednesday will be repaired and returned to the end user the following Wednesday).

7. I.B. User Names, Sizes, and changes per Week

NAMES	SIZE	MIN. CHGS/wk	TOTAL
Randy Bergerson	46	2	5
Torck Christensen	48R	5	7
Greg DeVoe	42	2	3
Roy Gonzalez	54R	5	2
Steve Hansen	48	2	5
Jim Krogstad	44	3	7
Pat MacDonald	50R	3	2

Paul Merkel	54R	3	6
Dave Murray	48L	2	7
Jimmie Sadler	48R	3	6
John Wright	58L	3	5

II.A SHOP TOWEL RENTAL AND LAUNDERING REQUIREMENTS

1. Provide weekly rental of 200 Shop Towels and weekly laundry service for those towels. Contractor shall deliver clean towels to the Lake Washington Ship Canal Project each week and pick up soiled Shop Towels for laundering.
2. The contractor shall assess no additional charge for replacement towels so long as inventory shrinkage does not exceed 10% per week.

III.A. INVOICE REQUIREMENTS

1. Original 8.5" x 11" (at a minimum) detailed weekly packing sheets will be provided with each delivery of Overalls and Shop Rags. These details will include:
 - a. The contract number
 - b. The service address
 - c. The billing address
 - d. End Users identified by name
 - e. Overall Quantity delivered by End User
 - f. The contractor's driver on the packing slip for each end user shall manually record the Overall quantity picked up
 - g. The date the end user's new overalls were put into service.
 - h. The unit price and extended price charged for laundering by end user.
 - i. All charges shall be clearly explained. Miscellaneous Charges are not allowed.
2. The contractor shall submit and 8.5" x 11" original statement, which summarizes the services, provided for the previous month, to the address shown in block 15 of the contract once each month. Payment is authorized monthly in arrears, from this monthly statement.
3. Concurrent with mailing the monthly statement to the payment office, the contractor shall fax a duplicate copy of the monthly statement to the Lake Washington Ship Canal Project Office, (206) 782-3192.
4. Technical Point of Contact: Lew Witham, (206) 789-2622, Ext. 203.

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082433 2520H62CF6009400 NA 96453
COST 000000000000
CODE:
AMOUNT: \$2,054.00

CLAUSES INCORPORATED BY FULL TEXT

Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

10 Percent increase

10 Percent decrease

This increase or decrease shall apply to the total contract quantity.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

____ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

____ (ii) Alternate I (MAR 1999) to 52.219-5.

____ (iii) Alternate II to (JUNE 2003) 52.219-5.

____ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

____ (ii) Alternate I (OCT 1995) of 52.219-6.

____ (iii) Alternate II (MAR 2004) of 52.219-6.

____ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

____ (ii) Alternate I (OCT 1995) of 52.219-7.

____ (iii) Alternate II (MAR 2004) of 52.219-7.

____ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

____ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (OCT 2001) of 52.219-9

____ (iii) Alternate II (OCT 2001) of 52.219-9.

____ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

____ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

____ (ii) Alternate I (JUNE 2003) of 52.219-23.

____ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

X (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

X (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

X (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

X (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days .

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acq.osd.mil/dp/dfars/dfar.html>

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2005)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

____ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

____ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

____ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

____ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

____ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

____ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

____ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (____ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

____ 252.225-7021 Trade Agreements (JAN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JAN 2005) (____ Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

____ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

____ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (____ Alternate I) (MAR 2000)
(____ Alternate II) (MAR 2000) (____ Alternate III (May 2002).

____ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

SERVICE WAGE RATES

BRS Document Viewer

WAGE DETERMINATION NO: 94-2563 REV (26) AREA: WA, SEATTLE

WAGE DETERMINATION NO: 94-2563 REV (26) AREA: WA, SEATTLE

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W. Gross
DirectorDivision of
Wage Determinations

Wage Determination No.: 1994-2563

Revision No.: 26

Date Of Last Revision: 09/09/2004

State: Washington

Area: Washington Counties of King, Snohomish, Whatcom

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I

11.92

01012 - Accounting Clerk II

13.23

01013 - Accounting Clerk III

15.44

01014 - Accounting Clerk IV

17.28

01030 - Court Reporter

15.54

01050 - Dispatcher, Motor Vehicle

17.90

01060 - Document Preparation Clerk

12.70

01070 - Messenger (Courier)

10.82

01090 - Duplicating Machine Operator

12.70

01110 - Film/Tape Librarian

13.09

01115 - General Clerk I

10.21

01116 - General Clerk II

11.53

01117 - General Clerk III

14.80

01118 - General Clerk IV

16.24

01120 - Housing Referral Assistant
17.89
01131 - Key Entry Operator I
12.58
01132 - Key Entry Operator II
15.36
01191 - Order Clerk I
12.55
01192 - Order Clerk II
16.10
01261 - Personnel Assistant (Employment) I
13.21
01262 - Personnel Assistant (Employment) II
14.66
01263 - Personnel Assistant (Employment) III
16.20
01264 - Personnel Assistant (Employment) IV
18.61
01270 - Production Control Clerk
18.66
01290 - Rental Clerk
12.12
01300 - Scheduler, Maintenance
14.37
01311 - Secretary I
14.37
01312 - Secretary II
15.54
01313 - Secretary III
17.35
01314 - Secretary IV
21.44
01315 - Secretary V
24.91
01320 - Service Order Dispatcher
15.54
01341 - Stenographer I
13.61
01342 - Stenographer II
15.53
01400 - Supply Technician
21.03
01420 - Survey Worker (Interviewer)
14.16
01460 - Switchboard Operator-Receptionist
12.38
01510 - Test Examiner
15.54
01520 - Test Proctor
15.54
01531 - Travel Clerk I
11.74

01532 - Travel Clerk II
12.62
01533 - Travel Clerk III
13.50
01611 - Word Processor I
13.46
01612 - Word Processor II
15.43
01613 - Word Processor III
18.65
03000 - Automatic Data Processing Occupations
03010 - Computer Data Librarian
15.08
03041 - Computer Operator I
15.08
03042 - Computer Operator II
16.73
03043 - Computer Operator III
18.66
03044 - Computer Operator IV
21.87
03045 - Computer Operator V
24.27
03071 - Computer Programmer I (1)
16.36
03072 - Computer Programmer II (1)
20.71
03073 - Computer Programmer III (1)
27.62
03074 - Computer Programmer IV (1)
27.62
03101 - Computer Systems Analyst I (1)
27.62
03102 - Computer Systems Analyst II (1)
27.62
03103 - Computer Systems Analyst III (1)
27.62
03160 - Peripheral Equipment Operator
15.08
05000 - Automotive Service Occupations
05005 - Automotive Body Repairer, Fiberglass
21.30
05010 - Automotive Glass Installer
20.34
05040 - Automotive Worker
20.34
05070 - Electrician, Automotive
21.01
05100 - Mobile Equipment Servicer
18.98
05130 - Motor Equipment Metal Mechanic
21.73

05160 - Motor Equipment Metal Worker
20.34
05190 - Motor Vehicle Mechanic
21.69
05220 - Motor Vehicle Mechanic Helper
18.29
05250 - Motor Vehicle Upholstery Worker
19.67
05280 - Motor Vehicle Wrecker
20.34
05310 - Painter, Automotive
21.01
05340 - Radiator Repair Specialist
20.34
05370 - Tire Repairer
16.61
05400 - Transmission Repair Specialist
21.73
07000 - Food Preparation and Service Occupations
(not set) - Food Service Worker
9.38
07010 - Baker
12.65
07041 - Cook I
11.36
07042 - Cook II
12.14
07070 - Dishwasher
9.55
07130 - Meat Cutter
17.53
07250 - Waiter/Waitress
11.91
09000 - Furniture Maintenance and Repair Occupations
09010 - Electrostatic Spray Painter
21.06
09040 - Furniture Handler
16.94
09070 - Furniture Refinisher
21.06
09100 - Furniture Refinisher Helper
18.25
09110 - Furniture Repairer, Minor
19.54
09130 - Upholsterer
21.06
11030 - General Services and Support Occupations
11030 - Cleaner, Vehicles
11.36
11060 - Elevator Operator
10.66
11090 - Gardener
13.31

11121 - House Keeping Aid I
9.34
11122 - House Keeping Aid II
10.66
11150 - Janitor
11.19
11210 - Laborer, Grounds Maintenance
13.01
11240 - Maid or Houseman
9.34
11270 - Pest Controller
14.73
11300 - Refuse Collector
13.06
11330 - Tractor Operator
13.45
11360 - Window Cleaner
11.78
12000 - Health Occupations
12020 - Dental Assistant
15.22
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver
16.79
12071 - Licensed Practical Nurse I
14.93
12072 - Licensed Practical Nurse II
16.77
12073 - Licensed Practical Nurse III
18.77
12100 - Medical Assistant
13.30
12130 - Medical Laboratory Technician
15.73
12160 - Medical Record Clerk
15.73
12190 - Medical Record Technician
16.03
12221 - Nursing Assistant I
9.66
12222 - Nursing Assistant II
10.72
12223 - Nursing Assistant III
11.85
12224 - Nursing Assistant IV
14.10
12250 - Pharmacy Technician
15.26
12280 - Phlebotomist
13.18
12311 - Registered Nurse I
22.33
12312 - Registered Nurse II
27.24

12313 - Registered Nurse II, Specialist
27.24
12314 - Registered Nurse III
32.37
12315 - Registered Nurse III, Anesthetist
32.37
12316 - Registered Nurse IV
36.29
13000 - Information and Arts Occupations
13002 - Audiovisual Librarian
15.88
13011 - Exhibits Specialist I
19.81
13012 - Exhibits Specialist II
22.58
13013 - Exhibits Specialist III
27.78
13041 - Illustrator I
19.15
13042 - Illustrator II
21.84
13043 - Illustrator III
26.87
13047 - Librarian
25.31
13050 - Library Technician
15.74
13071 - Photographer I
16.01
13072 - Photographer II
20.51
13073 - Photographer III
22.58
13074 - Photographer IV
27.78
13075 - Photographer V
34.14
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations
15010 - Assembler
8.62
15030 - Counter Attendant
8.62
15040 - Dry Cleaner
10.89
15070 - Finisher, Flatwork, Machine
8.62
15090 - Presser, Hand
8.62
15100 - Presser, Machine, Drycleaning
8.62
15130 - Presser, Machine, Shirts
8.62

15160 - Presser, Machine, Wearing Apparel, Laundry
8.62
15190 - Sewing Machine Operator
11.65
15220 - Tailor
12.41
15250 - Washer, Machine
9.38
19000 - Machine Tool Operation and Repair Occupations
19010 - Machine-Tool Operator (Toolroom)
21.09
19040 - Tool and Die Maker
23.67
21000 - Material Handling and Packing Occupations
21010 - Fuel Distribution System Operator
19.82
21020 - Material Coordinator
18.19
21030 - Material Expediter
18.19
21040 - Material Handling Laborer
15.16
21050 - Order Filler
12.19
21071 - Forklift Operator
18.06
21080 - Production Line Worker (Food Processing)
17.19
21100 - Shipping/Receiving Clerk
15.76
21130 - Shipping Packer
15.76
21140 - Store Worker I
12.99
21150 - Stock Clerk (Shelf Stocker; Store Worker II)
16.39
21210 - Tools and Parts Attendant
18.57
21400 - Warehouse Specialist
18.06
23000 - Mechanics and Maintenance and Repair Occupations
23010 - Aircraft Mechanic
21.71
23040 - Aircraft Mechanic Helper
18.25
23050 - Aircraft Quality Control Inspector
27.53
23060 - Aircraft Servicer
19.54
23070 - Aircraft Worker
20.41
23100 - Appliance Mechanic
21.06

23120 - Bicycle Repairer
18.25
23125 - Cable Splicer
26.58
23130 - Carpenter, Maintenance
22.47
23140 - Carpet Layer
24.29
23160 - Electrician, Maintenance
28.38
23181 - Electronics Technician, Maintenance I
22.01
23182 - Electronics Technician, Maintenance II
23.72
23183 - Electronics Technician, Maintenance III
27.85
23260 - Fabric Worker
19.84
23290 - Fire Alarm System Mechanic
21.71
23310 - Fire Extinguisher Repairer
18.98
23340 - Fuel Distribution System Mechanic
23.03
23370 - General Maintenance Worker
17.86
23400 - Heating, Refrigeration and Air Conditioning Mechanic
24.63
23430 - Heavy Equipment Mechanic
22.62
23440 - Heavy Equipment Operator
25.18
23460 - Instrument Mechanic
22.62
23470 - Laborer
12.08
23500 - Locksmith
20.96
23530 - Machinery Maintenance Mechanic
21.75
23550 - Machinist, Maintenance
20.97
23580 - Maintenance Trades Helper
17.93
23640 - Millwright
24.46
23700 - Office Appliance Repairer
21.85
23740 - Painter, Aircraft
21.06
23760 - Painter, Maintenance
21.06

23790 - Pipefitter, Maintenance
26.89
23800 - Plumber, Maintenance
25.02
23820 - Pneudraulic Systems Mechanic
22.62
23850 - Rigger
21.71
23870 - Scale Mechanic
20.97
23890 - Sheet-Metal Worker, Maintenance
23.77
23910 - Small Engine Mechanic
20.41
23930 - Telecommunication Mechanic I
22.58
23931 - Telecommunication Mechanic II
23.22
23950 - Telephone Lineman
22.58
23960 - Welder, Combination, Maintenance
21.71
23965 - Well Driller
22.62
23970 - Woodcraft Worker
22.62
23980 - Woodworker
18.89
24000 - Personal Needs Occupations
24570 - Child Care Attendant
9.13
24580 - Child Care Center Clerk
11.45
24600 - Chore Aid
9.96
24630 - Homemaker
15.97
25000 - Plant and System Operation Occupations
25010 - Boiler Tender
23.89
25040 - Sewage Plant Operator
24.00
25070 - Stationary Engineer
23.89
25190 - Ventilation Equipment Tender
18.54
25210 - Water Treatment Plant Operator
24.00
27000 - Protective Service Occupations
(not set) - Police Officer
24.27
27004 - Alarm Monitor
17.50

27006 - Corrections Officer
20.56
27010 - Court Security Officer
23.51
27040 - Detention Officer
23.51
27070 - Firefighter
25.24
27101 - Guard I
9.66
27102 - Guard II
16.94
28000 - Stevedoring/Longshoremen Occupations
28010 - Blocker and Bracer
19.13
28020 - Hatch Tender
19.13
28030 - Line Handler
19.13
28040 - Stevedore I
18.49
28050 - Stevedore II
19.76
29000 - Technical Occupations
21150 - Graphic Artist
23.86
29010 - Air Traffic Control Specialist, Center (2)
31.66
29011 - Air Traffic Control Specialist, Station (2)
21.83
29012 - Air Traffic Control Specialist, Terminal (2)
24.05
29023 - Archeological Technician I
16.01
29024 - Archeological Technician II
17.90
29025 - Archeological Technician III
22.18
29030 - Cartographic Technician
22.18
29035 - Computer Based Training (CBT) Specialist/ Instructor
27.50
29040 - Civil Engineering Technician
23.71
29061 - Drafter I
14.26
29062 - Drafter II
16.01
29063 - Drafter III
20.19
29064 - Drafter IV
22.18

29081 - Engineering Technician I
14.80
29082 - Engineering Technician II
16.61
29083 - Engineering Technician III
19.95
29084 - Engineering Technician IV
24.62
29085 - Engineering Technician V
29.65
29086 - Engineering Technician VI
36.15
29090 - Environmental Technician
20.86
29100 - Flight Simulator/Instructor (Pilot)
31.97
29160 - Instructor
23.43
29210 - Laboratory Technician
19.25
29240 - Mathematical Technician
22.18
29361 - Paralegal/Legal Assistant I
17.31
29362 - Paralegal/Legal Assistant II
21.37
29363 - Paralegal/Legal Assistant III
23.58
29364 - Paralegal/Legal Assistant IV
31.59
29390 - Photooptics Technician
22.18
29480 - Technical Writer
27.25
29491 - Unexploded Ordnance (UXO) Technician I
20.12
29492 - Unexploded Ordnance (UXO) Technician II
24.35
29493 - Unexploded Ordnance (UXO) Technician III
29.18
29494 - Unexploded (UXO) Safety Escort
20.12
29495 - Unexploded (UXO) Sweep Personnel
20.12
29620 - Weather Observer, Senior (3)
20.86
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)
18.32
29622 - Weather Observer, Upper Air (3)
18.32
31000 - Transportation/ Mobile Equipment Operation Occupations
31030 - Bus Driver
16.95

31260 - Parking and Lot Attendant
9.91
31290 - Shuttle Bus Driver
12.42
31300 - Taxi Driver
9.76
31361 - Truckdriver, Light Truck
12.42
31362 - Truckdriver, Medium Truck
17.80
31363 - Truckdriver, Heavy Truck
18.28
31364 - Truckdriver, Tractor-Trailer
18.28
99000 - Miscellaneous Occupations
99020 - Animal Caretaker
10.90
99030 - Cashier
10.49
99041 - Carnival Equipment Operator
11.62
99042 - Carnival Equipment Repairer
12.07
99043 - Carnival Worker
10.26
99050 - Desk Clerk
10.81
99095 - Embalmer
21.11
99300 - Lifeguard
10.57
99310 - Mortician
20.65
99350 - Park Attendant (Aide)
13.28
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)
12.87
99500 - Recreation Specialist
14.96
99510 - Recycling Worker
14.87
99610 - Sales Clerk
13.05
99620 - School Crossing Guard (Crosswalk Attendant)
12.30
99630 - Sport Official
10.57
99658 - Survey Party Chief (Chief of Party)
22.34
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)
17.55
99660 - Surveying Aide
12.87

99690 - Swimming Pool Operator
 17.16
 99720 - Vending Machine Attendant
 16.36
 99730 - Vending Machine Repairer
 16.44
 99740 - Vending Machine Repairer Helper
 16.36

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service

includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther

King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

(A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on

Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is

not listed herein and which is to be employed under the contract (i.e., the work to

be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted

classifications and the classifications listed in the wage determination.

Such

conformed classes of employees shall be paid the monetary wages and furnished the

fringe benefits as are determined. Such conforming process shall be initiated by

the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444

should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order

proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report

of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor,

for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or

disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the

request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure

that duties requested are not performed by a classification already listed in the

wage determination. Remember, it is not the job title, but the required tasks that

determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

&&&&&&&&&&